

2064157

POLE LINE EASEMENT

Kennecott Copper Corporation, a corporation of the State of New York, as "Grantor," hereby conveys to Utah Power & Light Company, a corporation of the State of Maine, its successors in interest and assigns, as "Grantee," for the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, a perpetual easement and right-of-way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the overhead electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across land located in Salt Lake County, Utah, described as follows:

Beginning at the south boundary line of the Grantor's land at a point 1367.92 feet west along the section line from the southeast corner of Section 23, Township 1 South, Range 2 West, Salt Lake Meridian and running thence North 0°01' West 2670.92 feet to the North boundary line of said Grantor's land, thence West 300 feet along said North boundary line, thence South 0°01' East 2670.83 feet to the South boundary line of said Grantor's land, thence East 300 feet along said South boundary line to the point of beginning and being in the West one-half of the Southeast one-quarter of said Section 23; containing 18.394 acres, less 0.227 of an acre for county road right-of-way.

Balance is 18.167 acres.

Also:

Beginning at the South boundary line of the Grantor's land at a point 1467.501 feet west along the quarter section line from the East one-quarter corner of Section 14, Township 3 South, Range 2 West, Salt Lake Meridian and running thence North 0°01' West 1703.994

Recorded at Request of Ray Holmes Jr.  
 at 12:37 m Fee Paid \$ 700 KATIE L. DIXON, Recorder, OCT 7 1976  
 Salt Lake County, Utah, By Cushmanberry Dept. Date 1407 W. No. Temple

BOOK 4362 PAGE 424

feet to the North boundary line of said Grantor's land, thence West 300 feet along said North boundary line, thence South 0°01' East 1703.403 feet to the South boundary line of said Grantor's land, thence East 300 feet along said South boundary line to the point of beginning and being in the West one-half of the Northeast one-quarter of said Section 14; containing 11.733 acres.

Also:

Beginning at the West boundary line of the Grantor's land at a point 314.89 feet North along the quarter section line from the South one-quarter corner of Section 24, Township 3 South, Range 2 West, Salt Lake Meridian and running thence North 491.20 feet along said West boundary line, thence South 37°27' East 2194.89 feet to the East boundary line of said Grantor's land, thence South 388.48 feet to the Southeast corner of said Grantor's land, thence West 79.80 feet along the South boundary line of said Grantor's land, thence North 37°27' West 2065.34 feet to the point of beginning and being in the Southwest one-quarter of the Southeast one-quarter of said Section 24 and the Northwest one-quarter of the Northeast one-quarter of Section 25, Township and Range aforesaid; containing 15.026 acres.

Total 44.926 acres.

This easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions and agreements to-wit:

1. The Grantee shall have full right of ingress and egress for the purpose of doing all construction and of making any and all repairs, alterations, replacements, additions or extensions necessary for the full operation and maintenance of the lines aforesaid.

2. The use of this property by the Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by the Grantor of this and other property of the Grantor, consistent with the practical use and occupancy thereof by the Grantee for the purposes above stated.

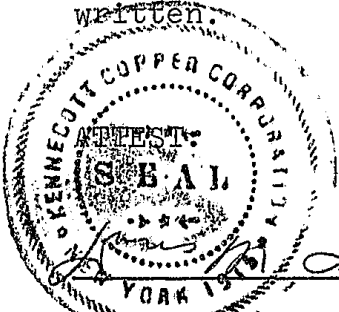
3. The Grantee will indemnify, save harmless and defend, the Grantor, against all claims, demands, suits or actions for loss, damage or injury to persons or property (except for damage caused solely by Grantor's negligence or intentional misconduct) in any manner connected with, or growing out of the construction, maintenance, renewal, repair, use or operation of said circuits by Grantee, including costs and reasonable attorney's fees.

4. This easement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

5. Expressly, excepting, reserving and specifically subject to a perpetual easement, right, and privilege on the part of Grantor, its successors, lessees, licensees and assigns, at any time and all times hereafter, to discharge through the medium of the air upon each and every portion of said lands any and all gases, particulates, dusts, dirt, fumes, and other substances and matter which may be released, given or thrown, or blown off, emitted or discharged in the course of, or by, or through the existence or operation of each or all of the smelting plants, reduction works, mills, refineries, power plants, manufacturing, tailing deposits and other works or factories which are now or which may hereafter at any time be established or operated by Grantor, its successors, lessees, licensees, or assigns, or any of them.

6. This easement is accepted by the Grantee, subject to all the foregoing terms and conditions and the Grantee agrees to fully comply with, perform, and carry out the same on its part.

IN WITNESS WHEREOF, Grantor and Grantee have caused  
this instrument to be executed the day and year first above  
written.



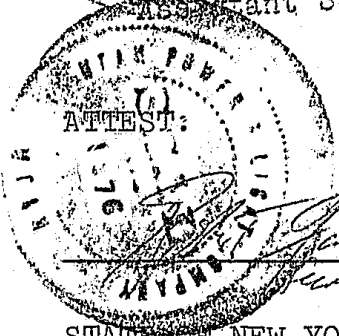
Grantor - KENNECOTT COPPER CORPORATION

By [Signature]  
President

Its Metal Mining Division

[Signature]  
Assistant Secretary

Grantee - UTAH POWER & LIGHT COMPANY



By [Signature]

Its Vice President

STATE OF NEW YORK )  
                                  : ss.  
COUNTY OF NEW YORK )

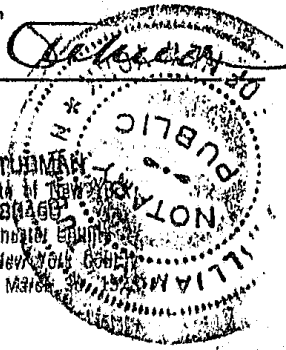
Approved As  
To Description  
[Signature]

On the 20th day of July, 1976, personally  
appeared before me H. H. Kremer and  
Doris M. Lueth who, being by me duly sworn,  
did say they are respectively, the President-Metal Mining Division  
and Assistant Secretary of KENNECOTT COPPER CORPORATION, and  
that the foregoing instrument was signed by them on behalf of said  
Corporation, the said officers being thereunto duly authorized  
and said officers acknowledged to me that said Corporation executed  
the same.

[Signature]

NOTARY PUBLIC  
Residing at:

WILLIAM C. THOMAS  
NOTARY PUBLIC, State of New York  
No. 60-9380160  
Qualified in Westchester County  
Certificate filed in New York  
Commission Expires March 31, 1977

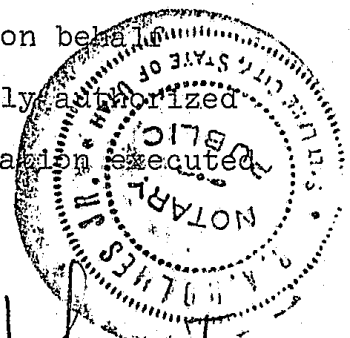


My Commission Expires:  
\_\_\_\_\_

BOOK 4362 PAGE 427

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 1st day of October, 1976, personally appeared before me F. N. Davis and Robert Gordon who, being by me duly sworn, did day that they are respectively, the Vice President and Secretary of UTAH POWER & LIGHT COMPANY and that the foregoing instrument was signed by them on behalf of said Corporation, said officers being thereunto duly authorized and said officers acknowledged to me that said Corporation executed the same.



Ray A. Holmes Jr.  
NOTARY PUBLIC  
Residing at: S. L. C. Utah

My Commission Expires:

June 3, 1977

APPROVED  
By James B. Lee  
Attorneys, Bonds & Lessor

BOOK 4362 PAGE 428